

Task Order ID: ID04120195 Date: 20 Nov 2012 Version: 7 Mod 060: 03/13/2017	GSA Contract Specialist: Jacqueline Milton Phone: 404-224-2203 Cell: (b) (6) Email: Jacqueline.Milton@gsa.gov GSA Senior Contracting Officer (SCO): Faith V. Shelton Phone: 404-215-8777 Cell: (b) (6) Email: Faith.Shelton@gsa.gov
Client Organization: CECOM FSB 7966 Loop Rd Fort Campbell, KY 42223	Primary Client Representative (CR): Mary Hobbs Phone: 270-798-0499/2837 Cell: (b) (6) Email: Mary.Hobbs@us.army.mil
Task Title: Training Support	Period of Performance: Base: 04/29/2013 - 04/28/2014 Option Year 1: 04/29/2014 - 04/28/2015 Option Year 2: 04/29/2015 - 04/28/2016 Six Month Extension: 04/29/2016 – 10/28/2016
<input type="checkbox"/> Firm Fixed Price	<input checked="" type="checkbox"/> Severable
<input type="checkbox"/> Labor Hour	<input type="checkbox"/> Non-Severable
<input checked="" type="checkbox"/> Time and Material	
	<input type="checkbox"/> Fully Funded
<input checked="" type="checkbox"/> Performance-based	<input checked="" type="checkbox"/> Incrementally Funded

Modification Log (descending order)

Mod 060	03/13/2017	Deobligate funding from the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$3,154,219.24 per client request via email dated March 7, 2017. Total Deobligated: \$3,154,219.24.
Mod 059	02/14/2017	Deobligate funding from the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$0.56 to return to the client agencies per client request via email dated January 10, 2017.
Mod 058	02/13/2017	Deobligate funding from the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$292,381.37 to return to the client agencies per client request via email dated January 10, 2017.
Mod 057	02/09/2017	Deobligate funding from the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$1,680,996.77 to make available for ID04170008 per client request via email dated January 25, 2017.
Mod 056	01/23/2017	Deobligate funding from the Extension Period (April 29, 2016 -

		October 28, 2016) in the amount of \$292,381.89 to return to the client agencies. Modification 056 also deobligates \$56,680.62 to make available for ID04170008 per client request via email dated January 10, 2017. Total Deobligated: \$349,062.51
Mod 055	01/05/2017	The purpose of Modification 055 is to: Deobligate funding from the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$92,362.21 to make available for ID04170008 per client request via email dated January 5, 2017.
Mod 054	12/23/2016	The purpose of Modification 054 is to: Deobligate funding from the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$95,550.18 per client request via email dated December 21, 2016.
Mod 053	12/08/2016	The purpose of Modification 053 is to: Deobligate funding from the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$40,573.56 per client request via email dated December 6, 2016.
Mod 052	11/01/2016	The purpose of Modification 052 is to: Deobligate funding from the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$1,553,102.05 to make available for ID04170008 per the client's request.
Mod 051	10/26/2016	The purpose of Modification 051 is to: Incrementally fund the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$334,499.68 and deobligate funding in the amount \$30,074.23.
Mod 050	9/16/2016	The purpose of Modification 050 is to: Incrementally fund the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$2,877,669.90.
Mod 049	9/16/2016	The purpose of Modification 049 is to: Incrementally fund the Extension Period (April 29, 2016 – October 28, 2016) in the amount of \$3,068,123.82.
Mod 048	9/7/2016	The purpose of Modification 048 is to: a. Decrease the ceiling for the Base Year and Option Year 1 by \$5,000,000.00 for each period for a total of \$10,000,000.00 to transfer to the Extension Period as requested by Mary Hobbs per her email dated August 31, 2016. b. Incrementally fund the Extension Period (April 29, 2016 - October 28, 2016) in the amount of \$3,282,472.69.
Mod 047	08/17/2016	The purpose of Modification 047 is to: Incrementally fund the Extension Period (April 29, 2016 – October 28, 2016) in the amount of \$9,708.74.
Mod 046	08/08/2016	The purpose of Modification 046 is to: Incrementally fund the Extension Period (April 29, 2016 – October 28, 2016) in the amount of \$80,574.00 and deobligate the remainder of funding on MIPR4GPELRG250 (\$1774.82) as requested by the client.
Mod 045	07/25/2016	The purpose of Modification 045 is to:

		Incrementally fund the Extension Period (April 29, 2016 – October 28, 2016) in the amount of \$381,828.71.
Mod 044	07/07/2016	The purpose of Modification 044 is to: a. Realign residual funding from Option Years 1 and 2 to the Extension Period (April 29, 2016 – October 28, 2016) in the amount of \$224,167.35. The funding was deobligated from the original POPs on Mod 042 but not re-obligated due to non-receipt of authorization from the client agencies. b. Incrementally fund the Extension Period in the amount of \$12,000.00.
Mod 043	06/30/2016	The purpose of Modification 043 is to: Incrementally fund the Extension Period (04/29/2016 - 10/28/2016) in the amount of \$1,933,514.56.
Mod 042	06/22/2016	The purpose of Modification 042 is to: 1) De-obligate residual funding to the client in the amount of \$30,092.64 2) Realign residual funding from Option Year 2 to the Extension Period (April 29, 2016 – October 28, 2016) in the amount of \$2,501,509.18 3) Incrementally fund the Extension Period in the amount of \$438,028.80.
Modification 041	05/10/2016	The purpose of Modification 041 is to: Incrementally fund Option Year 2 in the amount of \$8,317.59 and the extension period (April 29, 2016 - October 28, 2016) in the amount of \$69,239.53.
Modification 040	04/05/2016	The purpose of Modification 040 is to: Extend the contract for six (6) months for the period of 04/29/2016 – 10/28/2016.
Modification 039	02/08/2016	The purpose of Modification 039 is to: Incrementally fund Option Year 2 in the amount of \$6,538.90.
Modification 038	01/13/2016	The purpose of Modification 038 is to: Incrementally fund Option Year 2 in the amount of \$96,655.22 and return Taiwan funding for training that was cancelled and residual Thailand funding in the amount of \$1,225,840.33.
Modification 037	12/15/2015	The purpose of Modification 037 is to: Incrementally fund Option Year 2 in the amount of \$475,900.65.
Modification 036	11/05/2015	The purpose of Modification 036 is to: Incrementally fund Option Year 2 in the amount of \$475,900.65.
Modification 035	09/28/2015	The purpose of Modification 035 is to: Incrementally fund Option Year 2 in the amount of \$2,927,817.63.
Modification 034	08/21/2015	The purpose of Modification 034 is to: Incrementally fund Option Year 2 in the amount of \$151,826.99.
Modification 033	08/10/2015	The purpose of Modification 033 is to: Incrementally fund Option Year 2 in the amount of \$168,441.75.
Modification 032	07/22/2015	The purpose of Modification 032 is to: Incrementally fund Option Year 2 in the amount of \$870,873.79.
Modification 031	07/15/2015	The purpose of Modification 031 is to: Incrementally fund Option Year 2 in the amount of \$598,797.71.

Modification 030	06/22/2015	The purpose of Modification 029 is to: Incrementally fund Option Year 2 in the amount of \$825,195.97 with funding submitted on 19 MIPRs
Modification 029	06/18/2015	The purpose of Modification 029 is to: 1) De-obligate residual funding to the client in the amount of \$206,534.80 2) Realign residual funding from Option Year 1 to Option Year 2 in the amount of \$1,467,765.84 3) Incrementally fund Option Year 2 in the amount of \$1,180,184.44.
Modification 028	04/28/2015	The purpose of this modification is to incrementally fund Option Year Two in the amount of \$5,242,718.44 by the realignment of residual funds from Option Year One to Option Year Two. In addition, this modification is issued to de-obligate \$314,070.79 from total funding of Option Year One.
Modification 027	04/21/2015	Modification 027 is issued to incrementally fund Option Year One in the amount of \$40,454.35. This modification also exercises Option Year Two from 04/29/2015 to 04/28/2016 and incrementally funds Option Year Two in the amount of \$78,372.04. This is a Time and Material task order which includes reimbursable line items Travel and Other Direct Costs (ODCs).
Modification 026	03/24/2015	<p>The purpose of this modification is to de-obligate \$199,303.73 from total funding for Option Year One. The total funding obligated to Option Year One of this task order is hereby decreased by \$199,303.73 from \$10,003,820.53 to \$9,804,516.80. The total funding obligated to this task order is hereby decreased by \$199,303.73 from \$15,836,822.39 to \$15,637,518.66. As a result of this modification, the following funding documents and related unbilled funding amounts are returned to the client:</p> <p>A. Funding Document MIPR4EWATRG183 - \$126,583.42 (decreased from \$127,949.83 by \$1,366.41) Funded Amount - \$127,949.83 Billed Amount - \$1,366.41 Unbilled and returned to client: \$126,583.42</p> <p>B. Funding Document MIPR4LWHIRG420 - \$27,479.08 (decreased from \$54,958.16 by \$27,479.08) Funded Amount - \$54,958.16 Billed Amount - \$27,479.08 Unbilled and returned to client: \$27,479.08</p> <p>C. Funding Document MIPR4LWHIRG421 - \$54,241.23 (decreased from \$54,241.23 by \$0.00) Funded Amount - \$54,241.23 Billed Amount - \$0.00</p>

		Unbilled and returned to client: \$54,241.23
Modification 025	03/18/2015	<p>Modification 025 is issued to:</p> <p>1) Increase the level of effort for Option Year One and Option Year Two to add Labor Categories (See Attachment 1) and Labor Hours reference EPS CORPORATION quote number B12Z-020 dated February 18, 2015; based on the contractor's proposed amounts, the task order is revised as follows:</p> <p>1a) Increase Option Year One Awarded Ceiling amounts listed in Item B: Awarded Ceiling amount changed from \$11,262,510.35 to \$13,722,576.35 (increased by \$2,460,066) and Labor amount changed from \$3,900,995.60 to \$6,361,061.60 (increased by \$2,460,066).</p> <p>1b) Increase Option Year Two Awarded Ceiling amounts listed in Item C: Awarded Ceiling amount changed from \$11,575,778.82 to \$16,592,910.82 (increased by \$5,017,132) and Labor amount changed from \$3,948,966.40 to 8,966,098.40 (increased by \$5,017,132).</p> <p>2) To incrementally fund Option Year One with MIPR 0010650729 as follows: Labor in the amount of \$600,000.00, Travel in the amount of \$256,310.68, Material in the amount of \$600,000.00 - Total Additional Funding (\$1,456,310.68).</p> <p>3) To incrementally fund Option Year One with MIPR4DWATRG140 as follows: Labor in the amount of \$14,768.04 and Material in the amount of \$252,327.80 - Total Additional Funding (\$267,095.84).</p> <p>4) To correct Option Year One Funding amounts for Modification 023 listed in Item B: Labor amount changed from \$2,611,346.03 to \$2,601,731.88, Travel amount changed from \$1,130,740.17 to \$1,128,013.75, and Material amount changed from \$4,267,297.09 to \$4,266,601.69.</p> <p>5) To correct Option Year Two amounts for Modification 023 listed in Item C: Awarded Ceiling amount changed from \$11,557,519.62 to \$11,575,778.82 (increased by \$18,259.20) and Material amount changed from \$6,223,568.04 to \$6,241,827.24 (increased by \$18,259.20). Reference Modification 009 proposal B12Z-020 dated March 27, 2014.</p> <p>6) To correct total contract price amount for Modification 023 listed in Item F is changed from \$33,741,420.17 to \$33,779,460.17.</p> <p>7) To correct Option Year One Funding amounts for Modification 024 listed in Item B: Labor amount changed from \$2,811,346.03 to \$2,801,731.88 (decreased by \$9,614.15) , Travel amount changed from \$1,214,806.85 to \$1,212,080.43 (decreased by \$2,726.42), and Material amount changed from \$4,267,297.09 to \$4,266,601.69 (decreased by \$695.40).</p> <p>8) To correct Option Year Two amounts for Modification 024 listed in Item C: Awarded Ceiling amount changed from</p>

		<p>\$11,557,519.62 to \$11,575,778.82 (increased by \$18,259.20) and Material amount changed from \$6,223,568.04 to \$6,241,827.24 (increased by \$18,259.20). Reference Modification 009 proposal B12Z-020 dated March 27, 2014.</p> <p>9) To realign Option Year One Awarded Ceiling amounts listed in Item B: Labor amount changed from \$6,361,061.60 to \$5,961,061.60 (decreased by \$400,000) and Travel amount changed from \$1,228,140.95 to \$1,628,140.95 (increased by \$400,000).</p>
Modification 024	01/29/2015	Modification 024 is issued to incrementally fund Option Year One in the amount of \$292,588.68. This modification also updates the GSA Contract Specialist contact information.
Modification 023	01/15/2015	Modification 023 is issued to incrementally fund Option Year 1 in the amount of \$434,532.17.
Modification 022	12/29/2014	Mod 022 is issued to incrementally fund Option Year 1 Labor in the amount of \$350,000.00, Travel in the amount of \$113,000.00 and Materials in the amount of \$259,127.19 – Total Additional Funding (\$722,127.19). This modification also realigns the funded amounts of Travel, Labor and Materials per request of Client and adds administrative notation as highlighted in Paragraph 5.7 Security regarding Anti-Terrorism Training.
Modification 021	10/29/2014	Modification 021 is issued to revise the following highlighted information in Section 1.0 Introduction and Section 5.7 Security. This modification also details the fixed rates (G&A: 17% and Handling: 3.3%) charged by EPS Corporation as agreed upon during a meeting held on October 8, 2014. The rates are effective October 6, 2014 and fixed for the duration of the order.
Modification 020	09/29/2014	Modification 020 is issued to incrementally fund Option Year 1 in the amount of \$368,404.55.
Modification 019	09/24/2014	Modification 019 is issued to incrementally fund Option Year 1 in the amount of \$152,912.62.
Modification 018	09/18/2014	Modification 018 is issued to incrementally fund Option Year 1 in the amount of \$179,148.33.
Modification 017	09/10/2014	Modification 017 is issued to incrementally fund Option Year 1 in the amount of \$119,999.03.
Modification 016	08/19/2014	Mod 016 is issued to incrementally fund Option Year 1 in the amount of \$400,537.87. This modification also revised PWS Section 5.7 Security by adding clearance requirements for the JADOCS Field Support Engineer (FSE).
Modification 015	7/15/2014	Mod 015 is issued to incrementally fund the order in the amount of \$870,873.78.
Modification 014	6/27/2014	Mod 014 is issued to incrementally fund the order in the amount of \$2,389,039.78.
Modification 013	6/18/2014	Mod 013 is issued to correct the Mod 012 breakdown of funding for the Base Year, move residual funding from the Base Year to Option Year 1 and revise Paragraph 5.5.4 Material/Other.

Modification 012	5/7/2014	Mod 012 is issued to realign funding for the Base Year and Option Year 1 at per client request. This modification also incrementally funds Option Year 1.
Modification 011	5/2/2014	Mod 011 is issued to add the H-1 CHANGED 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (C-JTSCC) clause to the PWS (highlighted).
Modification 010	4/1/2014	Mod 010 is issued to exercise Option Year 1 for the period of 04/29/2014 - 04/28/2015.
Modification 009	3/24/2014	Mod 009 is issued to include leasing facilities for training and train the trainer to the PWS in Sections 2.0 and 2.1. (highlighted).
Modification 008	3/5/2014	Mod 008 is issued to incrementally fund Labor in the amount of \$825,242.72, Travel in the amount of \$48,543.69 and Materials in the amount of \$407,607.09. This modification also includes realignment of Travel, Labor and Materials categories per request of Client.
Modification 007	1/28/2014	Mod 007 is issued to incrementally fund Materials in the amount of \$117,961.16, transfer \$201,873.88 from Materials to Travel per request of Client dated 01/22/2014 and add applicable United States Forces Korea (USFK) Reg 700-19 Status of Forces Agreement (SOFA) clauses to the PWS (see highlighted portions of PWS).
Modification 006	9/25/2013	Mod 006 is issued to incrementally fund Training (Materials) in the amount of \$540,000.00.
Modification 005	9/11/2013	Mod 005 is issued to incrementally fund Training (Materials) in the amount of \$67,961.17.
Modification 004	8/22/2013	Mod 004 is issued to incrementally fund Training (Materials) in the amount of \$588,556.60. Paragraph 5.7 Security has been revised (see highlighted).
Modification 003	8/6/2013	Mod 003 is issued to incrementally fund the Travel and Materials in the amount of \$2,101,452.29.
Modification 002	7/2/2013	Mod 003 is issued to incrementally fund the ODCs and Travel. This mod also replaces Paragraph 5.7 of the PWS, incorporates additional FAR, DFARS and CJTSCC Special Clauses and adds Appendix A (highlighted in yellow.)
Modification 001	5/24/2013	Mod 001 is issued to correct the way the original award was issued to show it as an Open Market order versus an order against the FSS schedules due to a system error.

PERFORMANCE WORK STATEMENT (PWS)

Contract Title: TRAINING SUPPORT

Contract Number: ID04120195

Date: 14 June 2013

1.0 Introduction: The contractor shall provide support to the Training & Services Branch (TSB), Training Support Division (TSD), Communications-Electronics Command (CECOM) Life Cycle Management Command (LCMC), Aberdeen Proving Grounds, MD, through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Services Division (AASD), Southeast Sunbelt Region. The contractor shall assist in the development and execution of plans for the training, acquisition and support of Security Assistance Management Directorate (SAMd), US Government's Foreign Military Sales (FMS), Security Assistance and Security Cooperation (USASC) efforts with the partnering nations. This may include Program Executive Office (PEO) Aviation, PEO Communications, Computers & Control - Tactical (C3T), PEO Information and Electronic Warfare Systems (IEWS), as well as program of record systems support by CECOM LCMC.

1.1 Points of Contact:

GSA Customer Account Manager (CAM)

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GSA Senior Contracting Officer (SCO)

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Client Representative (CR)

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E-mail : Mary.Hobbs@us.army.mil

1.2 Scope: The Training Support Division of the CECOM LCMC requires program/project support. These requirements are in support of ongoing Training Support Division's Training & Services Branch. The contractor shall provide prime power generation, night vision devices, LAN/WAN, border detection, aircraft survivability equipment, aircraft mission equipment, information assurance and radio training and systems under the Training & Services Branch.

Missions require an urgent and immediate solution. Due to the increased defense system sales to partner nations, the need for training and validation of technology systems has increased immensely. The contractor shall be capable of fully responding in an efficient manner to the government's requirements at the time of contract initiation.

1.3 Contract Type: Time and Materials

1.4 PERIOD OF PERFORMANCE / PLACE OF PERFORMANCE:

The period of performance shall be 12 months from date of award with two 12 month option periods.

Performance shall take place at the following locations: All locations within the areas of responsibility (AOR) of US European Command (EUCOM), US Africa Command (AFRICOM), US Southern Command (SOUTHCOM), US Pacific Command (PACOM), US Central Command (CENTCOM) and US Northern Command (NORTHCOM). Additional locations outside the continental United States (OCONUS) and within the continental United States (CONUS) may be requested by the government. Included under Attachment A are possible OCONUS locations where service may be required under this contract.

1.5 Contract Management: The contractor shall perform the following:

1.5.1 Army Contractor Manpower Reporting System (CMRA). The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (10) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (11) Presence of deployment or contingency contract language; and (12) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12

months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Effective 30 September (2005) contractors filing their Contractor Manpower Reports shall receive immediate e-mail confirmation that their reports have been received in the system. This should facilitate final payment to contractors and expedite contract closeout. Administrative contracting staff should accept this confirmation as proof of completion of this contract deliverable. The CMRA web site maintains a "Frequently Asked Questions and Answers" <https://cmra.army.mil/> that is updated periodically. Any technical or implementation questions not addressed on this site can be discussed and coordinated through the CMR Help Desk at 703-377-6199, or <https://cmra.army.mil>. An updated CMRA business process, Version 3.0, has been implemented starting with the reporting of the FY 06 information. This version no longer accepts Extensible Mark Up Language (XML) files. The basis for and guidance on reporting FY 06 information via Version 3.0 can be found on the above site under "User Guides" link on the tool bar.

To fulfill this Army reporting requirement, the following Contracting Officer Representative's (COR) information is provided:

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2.0 Performance Requirements: The contractor shall be fully knowledgeable in the training, maintenance, System & Engineering Technical Assistance (SETA) aspects and operations of Information technology equipment and systems. Specific knowledge required to date in support of the above mentioned system includes but is not limited to: Basic IT Networking, Advanced Cisco Routing, Voice Over IP, Cisco Call Manager, Promina Operations, Promina Maintenance, REDCOM Operations, SNMPc, Solarwinds Toolset, Orion, Heat Trouble Ticketing, Cisco PIX Firewall, Netscreen Firewall, Cisco ACS, Microsoft Exchange Server, Active Directory, Information Assurance training including SEC+ and CCISP, COMP TIA training programs such as NET+, A+, Microsoft credential training, AN/PVS-4, AN/PVS-7, AN/PVS-10, AN/PVS-14, AN/PVS-24, ANVIS 6 and 9, all tactical Harris radios, all tactical CODAN radios, ARC-220 and ARC231 radios, 5, 10 and 15 kW Tactical Quiet Generators, Lightweight Counter Mortar Radar, Common Missile Warning System, Persistent Threat Detection Systems, Aircraft Survivability Equipment, avionics radios, and cryptographic devices.

Contractor shall be required to obtain lodging and transportation for movement of personnel occasionally during CONUS training mission. The GSA Contracting Officer will be made aware of this requirement prior to the need. Notifications will be notated using action memos in ITSS as required. The contractor will also be expected to provide training to those USG personnel who are deploying, or expected to deploy, in support of USG security assistance and security cooperation. This training will occur both in CONUS and OCONUS locations, in USG, foreign government and contractor facilities.

2.1 Training Support: The Contractor shall develop and conduct information technology training to foreign customers located CONUS & OCONUS. Training requirements shall be identified and scheduled by the COR. The training shall be at customers designated locations and/or during field missions by way of mobile training teams (MTT). Training requirements are determined by customer schedules. It is anticipated that each contractor position/labor rated slot may assume 179 days TDY. The Contractor shall provide qualified trainers for instruction on the operations and maintenance of US Government-provided systems. Contractor personnel shall serve as primary instructors, assistant instructors, and/or demonstrators. Trainers shall conduct both field and classroom training. Contractor shall also provide field support and technical validation and testing. When required, work shall be done at night and possibly in inclement weather.

2.2 Support Activities. The Contractor shall:

- Project, maintain, and report to the government on travel budget requirements for review and approval.
- Assist the client to identify training required to accomplish the mission.
- Evaluate training material and provide recommendations to the government on any revisions that may be required.
- Develop training and documentation to support hardware and software training to include, Plan of Instruction (POI) and lesson plans in order to execute training in support of the US Government's Foreign Military Sales, Security Assistance and Security Cooperation efforts.
- Coordinate TSB Team Deployment to training sites.
- The contractor will be expected to, as required, lease facilities for the training of multinational students, logistics staging grounds and mission support areas, both CONUS and OCONUS.

2.3 Installation, Field Service and Forward Training Support. The Contractor shall provide qualified personnel to provide field installation, technical and maintenance support, fielding support, forward training and operational support. The contractor shall be prepared to increase the labor hours as needed upon Government approval. Prior to any increase in hours, the GSA Contracting Officer will issue a contract modification to all parties.

2.4 Logistics Support. The contractor shall perform Logistics Support Analysis, shipping and receiving tasks, inventory control; hand receipt, site surveys, equipment transfer activities and unit status reporting as required by the Government.

2.5 Testing. The contractor shall perform testing on equipment to include function tests, fault isolation and other troubleshooting on all equipment listed in section 2.0. The contractor shall document all testing activities by equipment, and keep and maintain testing logs. The contractor shall also produce failure reports for any piece of equipment tested, as well as fix actions and suggest mitigation methods against further failures.

2.6 Software Development. The contractor shall perform the development of software systems as required. These will include, at a minimum, software for the diagnosis of system failures. This software will be based on the Bayesian Belief Network (BBN) model, a mathematical model used to determine the probability of events in a distributed system. The Department of Defense has determined that the employment of the BBN model in systems diagnosis and failure prediction is the most accurate way to mitigate component failure in a distributed system. There is currently no commercial software which meets this requirement. The contractor will also provide advanced integration support of any developed software. The United States Government and Training Support Division will retain all rights, current and future, and will remain the sole authority for use, release, modification or sale of any software developed under this contract.

2.7 Equipment Purchase. The contractor shall purchase equipment in support of CECOM TSD foreign military support efforts. This equipment will include servers, routers, switches, antennas, radios, night vision devices, replacement parts, tools, materials, paint, radar systems, generators, cameras, digital and analog cables, monitors, televisions, laptop and desk top computers, cabling trays, power cables, transmission equipment (amplifiers, transceivers, multiplexers), phones, equipment racks and aerostats. Additionally, the contractor shall perform necessary actions to lease bandwidth (terrestrial microwave, satellite and internet) as well as leasing IP addresses from in country service providers. Contractor shall be required to purchase material to support a communication closet; for example, shelving, racks and grounding equipment. If the purchase of equipment to supply a communications closet presents itself all notifications will take place via an action memo in ITSS.

When providing forward support of CECOM Training Support Division's Foreign Military Assistance efforts, the contractor shall be expected to procure supplementary services and equipment from in-country contractors, when doing so provides a clear cost savings advantage to the US Government. Any purchases of services or equipment must be reviewed and approved by the GSA Contracting Officer to ensure that the purchase is in accordance with relevant regulations and statutes, such as the Buy American Act. Contractor shall be required to purchase communications equipment i.e. radios, etc only in the event that these items are unavailable for purchase in CONUS and compatibility with foreign electrical standards cannot be met. We anticipate this to occur on rare occasions. Contractor shall be required to adhere to FAR Part 51 provisions to the maximum extent possible.

2.8 Locations of Inspection and Acceptance of Equipment: Inspection and acceptance of equipment will occur at customer sites, and include Aberdeen Proving Grounds, MD, Ft. Campbell, KY, OCONUS CCOM headquarters or forward elements, Combined Security Transition Command – Afghanistan, US Embassies, Defense Security Cooperation Agency sites,

Defense Contract Management Agency sites and Foreign Military Sales customer sites. All equipment will be inspected and accepted by United States government personnel.

3.0 Performance Criteria Matrix:

<i>PWS Reference</i>	<i>Performance Standard (s)</i>	<i>Acceptable Quality Level (AQL)</i>	<i>Method of Surveillance</i>
2.0 Performance Requirements	No project cost or schedule impacts due to Contractor neglect Example: Contractor misses a scheduled flight, requiring a change fee on the ticket.	100%	- Customer Complaints - Periodic Inspection
2.1 Training Support	No project cost or schedule impacts due to Contractor neglect Example: Contractor personnel forget books for a class, requiring additional shipping charges.	100%	- Customer Complaints - Periodic Inspection
2.2 Support Activities	No project cost or schedule impacts due to Contractor neglect Example: Contractor personnel are not technical capable of performing a task, requiring personnel change out.	100%	- Customer Complaints - Periodic Inspection
2.3 Installation, Field Service and Forward Training Support	No project cost or schedule impacts due to Contractor neglect Example: Contractor personnel damage equipment through negligence.	100%	- Customer Complaints - Periodic Inspection
2.4 Logistics Support	No project cost or schedule impacts due to Contractor neglect. Example: Contractor personnel do not ship required equipment on time.	95%	- Customer Complaints - Periodic Inspection
4.2 Quality Control Plan	A Quality Control Plan must be delivered within ten (10) calendar days following Contract award date. Plan shall list requirements, methods of surveillance, Acceptable Quality Level (AQL) and method of reporting. Well defined and easily understood plan with reporting and corrective action instructions.	95%	- No deviation from standard allowed

<i>PWS Reference</i>	<i>Performance Standard (s)</i>	<i>Acceptable Quality Level (AQL)</i>	<i>Method of Surveillance</i>
5.8 Monthly Status Report	Provide accurate reports reflecting required information in the prescribed format and delivered on or before the due date; reports due fifteen (15) calendar days following close of the previous month	95%	- No deviation from standard allowed

3.1 Contract Deliverables: All deliverables shall be delivered to the COR as stated in Section 2.0 and dates specified in Section 3.0.

4.0 Inspection and Acceptance: Inspection and acceptance shall occur in accordance with FAR 52.246-6, Inspection – Time and Materials and Labor Hour. In the absence of other agreements negotiated with respect to time provided for government review, deliverables shall be inspected and the contractor notified of the COR’s findings within seven (7) work days of normally scheduled review. If the deliverables are not acceptable, the COR shall notify the GSA Contracting Officer immediately.

4.1 Unsatisfactory Work: Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be in accordance with all applicable FAR clauses and provisions. Unless otherwise negotiated, the contractor shall correct or replace all non-conforming services or deliverables not later than five (5) workdays after notification of non-conformance.

4.2 Quality Control Plan: The contractor shall provide and maintain a Quality Control Plan (QCP) that contains, as a minimum, the items listed below to the COR for acceptance not later than ten (10) calendar days after award and whenever a change occurs. The COR will notify the contractor of acceptance or required modifications to the plan. The contractor shall make appropriate modifications and obtain acceptance of the plan within thirty (30) calendar days from the date of award.

The QCP shall include the following minimum requirements:

- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title of inspectors.
- A description of the methods to be used for identifying and preventing defects in the quality of services performed.

- A description of the records to be kept to document inspections and corrective or preventative actions taken.
- All records of inspections performed shall be retained and made available to the Government upon request throughout the contract performance period, and for the period after contract completion, until final settlement of any claims under this contract.

4.3 Quality Assurance: The Government will evaluate the contractor's performance of this contract quarterly. For those tasks listed in the Performance Matrix, the COR or other designated evaluator shall follow the method of surveillance specified in this contract. Government personnel shall record all surveillance observations. When an observation indicates defective performance, the COR or other designated evaluator shall require the contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of tasks not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this contract. Such surveillance shall be done according to standard inspection procedures or other contract provisions. Any action taken by the COR as a result of surveillance shall be according to the terms of the contract.

5.0 Terms and Conditions:

5.1 Hours of Operation: Due to different cultural norms in the nations that CECOM TSD assists, contractors cannot expect a Monday-Friday work week on all projects. Additionally, working nights may be required depending on the circumstances. Therefore, the work week shall consist of forty hours flextime, and the contractor can expect to work nights, weekends and holidays.

Due to changing mission requirements, the potential exists that "shift work" may be required. When it is determined that "shift work" may be required, work hours and positions impacted shall be provided to the contractor to evaluate impact/cost. The contractor shall be notified of this requirement by way of an action memo noted in ITSS; at which time the contractor shall provide any impact to cost to the GSA Contracting Officer.

Due to the working environment personnel are located in, during situations where it is declared that no government personnel shall be at the work location (i.e. hurricane or other natural disaster evacuation, Presidential declared down days, etc), the contractors shall be allowed to charge their time in whatever manner is applied to government civilians.

Overtime is not anticipated on this contract. Overtime is defined as hours billed at a premium over and above the awarded labor rate. Any use of overtime must be prior approved by the Contracting Officer.

Extended hours may be authorized by the government COR and approved by the Contracting Officer. Extended hours are defined as any hours in excess of eighty (80) hours in a two (2) week billing period. Any use of extended hours must be approved prior to execution.

5.2 Contract Management: Management of this contract shall be performed by GSA through the COR. The COR will participate in project meetings and receive contract deliverables. The COR will provide technical assistance and clarification required for the performance of this contract. Deliverables must be submitted through GSA's Web-Based Order processing System (currently ITSS) for client approval.

5.3 Contracting Officer's Representative (COR) Designation: After contract award, the GSA Contracting Officer will issue a COR Designation Letter stating the authority of the COR. The contractor shall receive a copy of the written designation.

5.3.1 Key Personnel: The contractor shall identify Key Personnel in their proposal. Any substitution of key personnel must be of equally or higher qualified individuals as those identified in the contractor's proposal.

Key Personnel must have a minimum of 5 years experience with similar requirements.

Must have experience showing they have managed efforts (either in the private or public sector) which occurred overseas without the technical, logistical or personnel support which could be expected in a CONUS environment.

5.4 Government Furnished Items and Information: The Government will provide the contractor a dedicated work area for on-site if required. The Government will make available desks, work space, utilities, electric power hook-up, computers, and access to copiers, access to a facsimile machine, and telephone services, to include local calls through standard government assets. The contractor shall be provided the authority to access all information required to perform duties. All Government Furnished Equipment (GFE) shall be utilized in strict performance of contract related duties and the contractor shall maintain policies that prohibit fraud and abuse. The Government will provide access to all necessary documentation and facilities required for this effort.

5.5 Reimbursable Costs: The inclusion of reimbursable costs is a direct allocation of costs associated with support of this contract. Travel, Training, and Material/Other (all referred to as Other Direct Costs (ODCs)) incurred shall be funded and approved in writing by the government prior to commencement. The government will modify requirements to increase or decrease contract related reimbursable costs based on need and associated cost. All costs should be billed based on actual expenditures. General & Administrative (G&A) charges shall be separately identified as a separate line item. The

contractor shall report to the government when 75% of awarded reimbursable costs have been expended for each cost element (Travel, Training, and Materials/Other).

5.5.1 Travel. The contractor shall be required to travel to both CONUS/OCONUS locations to accomplish the tasks contained in the PWS. The contractor shall ensure that the requested travel costs shall not exceed what has been authorized in the contract. All travel will be conducted in accordance with the Joint Travel Regulations. Contractor incurred expenses resulting from Government directed travel shall be cost reimbursable. Locations and duration of travel cannot be established at this time.

5.5.2 Travel for Contractor Personnel: The budget for the Contractor travel under this contract is:

Base Period:	\$1,075,865.00	\$5,075,865.00
Option Period One:	\$1,228,140.95	\$5,228,140.95
Option Period Two:	\$1,384,985.18	\$5,384,985.18

5.5.3 Travel Notification and Coordination with U.S. Army Materiel Command (AMC) Commanders and Senior AMC Site Representatives. The Synchronized Pre-deployment and Operational Tracker (SPOT) has been designated as the Joint Enterprise contractor management and accountability system to provide a central source of contingency contractor information and a summary of contract services IAW DoDI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, dated 3 Oct 05. Company and Government Representatives are required to maintain by-name contractor accountability within SPOT. All contractor data must be entered into the SPOT database for all contractors traveling to the National Training Center (NTC), Joint Readiness Training Center (JRTC) and to any AMC CONUS or OCONUS locations. They are further required to coordinate in person with the respective AMC Forward Commanders, Logistic Support Elements, or Logistic Assistance Offices. <http://www.dod.mil/bta/products/spot.html>

5.5.4 Material/Other: The contractor shall be required to obtain materials for the performance of this contract. Those materials must be associated with the overall functions being performed through this contract. Prior to purchasing any materials, the contractor shall identify specific requirements to the Contracting Officer Representative and GSA Contracting Officer, who will determine whether they are necessary and integral to the performance of the contract and document an affirmative decision via an action memo in the GSA IT Solutions Shop (ITSS) web-based order processing system designated electronic contract management system.

~~The not to exceed budget for materials is:~~

~~Base Period: \$3,509,820.00~~
~~Option Year One: \$3,615,114.60~~
~~Option Year Two: \$3,723,568.04~~

The contractor shall be required to provide material cost items for support for items like local file checks and passports. The contractor should always determine price reasonableness prior to selecting a teaming partner for materials. The contractor shall maintain files in such a manner that the GSA Contracting Officer could review them upon request to ensure price reasonableness and compliance with DCAA/Federal procurement regulations. It is estimated the contractor shall be required to provide the following materials in support of this contract: instrumentation, interface devices, cables, equipment and supplies.

5.6 Privacy Act: Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. The contractor shall comply with DoD Regulation 5400.7, *DoD Freedom of Information Act Program*, and Army Regulation 340-21, *Army Privacy Program*. These directives set policy and procedures for the disclosure of records to the public and for making, handling, transmitting, and safeguarding For Official Use Only (FOUO) material. In addition, they set guidelines for collecting, safeguarding, maintaining, using, accessing, amending, and disseminating personal data kept in systems of records.

5.7 Security: The contractor will be required to have a SECRET facility clearance with SECRET safeguarding. The contractor will require access to COMSEC information, NATO, Foreign Government Information and FOUO information. The contractor will also require access to NIPR/SIPRNET/CENTRIX/NATO-S.

In performing this contract, the contractor will have access to classified information only at a Government Activity. Contractor will have access to classified information overseas and will be authorized to use the Defense Technical Information Center (DTIC). OPSEC requirements will be provided by the Government IAW AR 530-1. OPSEC CDRL included see appendix (A). Performance of this contract will be in Iraq, Kuwait & Afghanistan and other sites as designated. Administrative duties do not require a clearance but may require investigation for IT duties.

All contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter. All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter.

All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment.

Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

The following positions, JADOCS Field Support Engineer (FSE), supporting the JDOCS mission in OCONUS, will require a Top Secret clearance to in order to access the JADOCS network. The JADOCS FSE will not be required to process TS/SCI information, but will require that level of clearance to troubleshoot and perform maintenance on the JADOCS network, which is classified as TS/SCI. The overall classification of the contract remains the same and this change will only apply to contractor personnel supporting the missions as outlined specifically in the amended DD254 as attached.

Prophet Field Support Representative (FSR), supporting the Prophet mission Army-wide, will require a Top Secret clearance with Special Compartmentalized Information access in order to field and instruct the Prophet system. The overall classification of the contract remains the same and this change will only apply to contractor personnel supporting the missions as outlined specifically in the amended DD254 as attached.

Contractors performing work under this contract are required to obtain Anti-Terrorism Training in accordance with DFARS 252.225-7995.

5.8 Monthly Reports: Each report shall be due on the fifteenth (15th) calendar day following the close of the calendar month. Each report shall be submitted in the GSA's electronic Web-Based Order Processing System (currently ITSS).

5.8.1 Monthly Status Report (MSR): The contractor shall provide a MSR for each task that shows the progress in hours and funds expended on each task, remaining funds for each task, and describes the major activities accomplished during the month. The report shall list the individual names of personnel who worked on each task and the hours billed by each individual for that reporting period. The MSR should also include any current or anticipated problems and briefly summarize the activity planned for the next reporting period. A copy of the monthly report shall be provided to the Client Representative and submitted into ITSS no later than the 15th workday of every month.

5.9 Personal Service: The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this contract is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract".

Administration and monitoring of the contractor's performance by GSA or the Client Representative shall not be so detailed or continual as to constitute supervision of contractor personnel. Government personnel may not perform any supervisory functions for contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for information technology support through non-personal services contracts. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract, the contractor shall adhere to the following guidelines in the performance of the task.

1. Provide for direct supervision of all contract employees assigned to the task.
2. Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the customer.
3. Ensure close communication/coordination with the GSA Information Technology Project Manager, reporting problems as they occur (not waiting for a monthly meeting).
4. Do not permit Government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government jobs.
5. Do not assign contractor personnel to work under direct Government supervision.
6. Maintain a professional distance from Government employees.
7. Provide contractor employees with badges, if appropriate, identifying them as contractors.
8. Ensure proper communications with the Government. Technical discussion and government surveillance is acceptable, but the Government cannot tell the contractor how to do the job.
9. Assign a task leader to the task order. The task leader or alternate should be the only one who accepts tasking from the assigned Government point of contact or alternative.
10. Use work orders to document and manage the work and to define the details of the assignment and its deliverables. The Government has the right to reject the finished product or result and this does not constitute personal services.
11. When travel is required for the performance on a task, contractor personnel are only to travel as directed by their contract management.

5.10 Problem Resolution: The contractor shall bring problems, or potential issues, affecting performance to the attention of the COR and GSA CAM as soon as possible. Verbal reports shall be followed up with written reports when directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are

responsible. The Contractor shall work cooperatively with the Government to resolve issues as they arise.

5.11 Task Order Funding: It is anticipated that the contract shall be incrementally funded. If incrementally funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

Incremental Funding – Labor Hours /Time and Material

The project may be incrementally funded. If incrementally funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next sixty (60) days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion of that task.

Sixty days (60) before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

5.12 Ceiling Price Notification: If at any time the Contractor has reason to believe that the hourly rate payments and material costs that shall accrue in performing this contract in the next succeeding thirty (30) days, if added to all other payments and costs previously accrued, shall exceed 85 percent of the ceiling price, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.

5.13 Past Performance Evaluation: In accordance with FAR 8.406-7, Contractor Performance Evaluation and FAR 42.15, the Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows

contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractor's are required to register in the CPARS, so contractor's may review and comment on past performance reports submitted through the CPARS.

CPARS <https://www.cpars.csd.disa.mil/>

PPIRS <http://www.ppirs.gov>

5.14 Section 508 Compliance: The Contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Contractor should review the following Web sites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>

<http://www.w3.org/WAI/Resources>

5.15 Invoicing and Vouchering for Payment: Invoices/Vouchers shall be submitted simultaneously to GSA's electronic Web-Based Order Processing System (currently ITSS) and to GSA's Financial Operations and Disbursement Branch (BCEB) not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance of services within thirty (30) days, the contractor shall submit an invoice. Invoices shall be submitted monthly through GSA's electronic Web-Based Order Processing System (currently ITSS) to allow the client to electronically accept and certify services received by the COR. Electronic acceptance by the COR is considered concurrence and acceptance of services. The Contractor shall also submit a proper invoice to GSA's BCEB.

Original invoices shall be marked (stamped) "Original Copy" and submitted to GSA. For revised invoices, the Contractors should provide: 1) a distinguishing invoice number, 2) a brief explanation and 3) a cross reference to any previous invoice submission(s) for purposes of tracking and avoiding duplicate payments. The contractors can distinguish revised invoices by inserting an "R" at the end of the original invoice number, i.e.

Inv123456 (original), Inv123456R (revised).

Contractor may submit an electronic invoice on GSA's Kansas City web site, www.finance.gsa.gov, or mail a hardcopy to the following address. Electronic posting is preferred and shall result in a quicker payment. **NOTE: Only use one method of submission, web site or regular U.S. mail, but not both.**

Hardcopy invoice shall be submitted to:

General Services Administration
Financial Operations and Disbursement Branch (BCEB)
P.O. Box 219434
Kansas City, MO 64121-9434

The contractor's invoice shall be submitted monthly for work performed the prior month. The contractor shall invoice only for the hours, travel and unique services ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

- GSA Contract Number
- Contract ACT Number
- Remittance Address
- Period of Performance for Billing Period
- Point of Contact and Phone Number
- Invoice Amount
- Skill Level Name and Associated Skill Level Number
- Actual Hours Worked During the Billing Period
- Travel Itemized by Individual and Trip (if applicable); backup information must be provided in either the TSR (or separately) to substantiate the traveler's name, dates of travel, destination, purpose of travel and cost (airfare, lodging, per diem and other expenses) for each trip. This information must be provided in enough detail to allow GSA to verify compliance with the FTR.
- Training Itemized by Individual and Purpose (if applicable)
- Material Itemized by Specific Item and Amount (if applicable)
- Itemized Indirect Charges by Cost Element in accordance with an approved cost accounting system.
- Invoices for final payment must be so identified and submitted when the contract has been completed and no further charges are to be billed.

The contractor's information in the System for Award Management (SAM), <https://www.sam.gov>, must always match the contractor's information in GSA's electronic Web-Based Order Processing System (currently ITSS).

Incorrect or non-matching information is the contractor's responsibility and shall result in rejected invoices or other similar delays in payment.

6.0 Contract Closeout: The contractor shall submit a final invoice within forty-five (45) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment

7.0 Clauses Incorporated by reference:

52.212-4 – Contract Terms and Conditions—Commercial Items (FEB 2012)
52.212-1 – Instructions to Offerors – Commercial Items
52.202-1 – Definitions
52.203-5 – Covenant Against Contingent Fees
52.204-7 – Central Contractor Registration
52.209-6 – Protecting the Government's Interest When Subcontracting with Contractors
Debarred, Suspended, or Proposed for Debarment
52.211-5 – Material Requirement
52.211-6 – Brand Name or Equal
52.216-24 – Limitation of Government Liability
52.219-9 – Small Business Subcontracting Plan
52.223-18 – Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-13 – Restrictions on Certain Foreign Purchases
52.225-25 – Prohibition on Contracting with Entities Engaging in Sanctioned Activities
Relating to Iran Representation and Certification
52.227-14 – Rights in Data—General
52.227-15 – Representation of Limited Rights Data and Restricted Computer Software
52.228-3 – Worker's Compensation Insurance
52.232-1 – Payments
52.232-8 – Discount for Prompt Payment
52.232-9 – Limitation on Withholding of Payments
52.232-33 – Payment by Electronic Funds - Central Contractor Registration
52.233-1 – Disputes
52.233-3 – Protest after Award
52.232-22 – Limitation of Funds
52.243-3 – Changes – Time and Materials or Labor Hours
52.244-6 – Subcontracts for Commercial Items
52.217-5 – Evaluation of Options (Jul 1990)
52.232-18 – Availability of Funds (Apr 1984)
52.252-2 – Clauses Incorporated by Reference
252.203-7001 – Prohibition on Persons Convicted of Fraud or Other Defense-Contract-
Related Felonies
252.204.7000 – Disclosure of Information
252.209-7001 – Disclosure of Ownership or Control by the Government of a Terrorist

252.209-7004 – Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country

252.212-7000 – Offeror Representations and Certifications – Commercial Items

252.212-7001 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items

252.222-7002 – Compliance with Local Labor Laws (Overseas)

252.223-7004 – Drug Free Work Force

252.225-7006 – Quarterly Reporting of Actual Contract Performance Outside the United States

252.225-7039 – Contractors Performing Private Security Functions

252.225-7040 – Contractor Personnel Authorized To Accompany Armed Forces Deployed Outside The United States

252.225-7042 – Authorization to Perform

252.225-7043 – Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States

252.225-7993 – Prohibition On Contracting With The Enemy In The United States Central Command Theater Of Operations (JAN 2012)

252.225-7994– Additional Access To Contractor And Subcontractor Records In The United States Central Command Theater Of Operations (JAN 2012)

252.225-7995 – Contractor Personnel Performing In The United States Central Command Area Of Responsibility

252.225-7040 – Contractor Personnel Authorized To Accompany U.S. Armed Forces Deployed Outside The United States (FEB 2013)

252.228-7000 – Reimbursement for War Hazard Losses

252.228-7003 – Capture and Detention

252.232-7007 – Limitation of Government’s Obligation

252.232 – 7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

252.246-7004 – Safety Of Facilities, Infrastructure And Equipment For Military Operations

C-JTSCC Special Clauses

952.222-0001 – Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (AUG 2011)

952.223-0001 – Reporting Kidnappings, Serious Injuries and Deaths (AUG 2011)

952.225-0001 – Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection (DEC 2011)

952.225-0002 – Armed Personnel Incident Reports (DEC 2011)

952.225-0003 – Fitness for Duty and Medical/Dental Care Limitations (Afghanistan) (DEC 2011)

952.225-0004 – Compliance with Laws and Regulations (DEC 2011)

952.225-0005 – Monthly Contractor Census Reporting (AUG 2011)
952.225-0006 – Contract Delivery Requirements (AUG 2011)
952.225-0008 – Shipping Instructions for Weapons (AUG 2011)
952.225-0009 – Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility (AOR) (AUG 2011)
952.225-0011 – Government Furnished Contractor Support (MAY 2012)
952.225-0013 – Contractor Health And Safety (AUG 2011)
952.225-0016 – Contractor Demobilization (Afghanistan) (AUG 2011)
952.225-0019 – Commodity Shipping Instructions (Afghanistan) (AUG 2011)
952.225-0020 – Contractor Accountability and Personnel Recovery (Afghanistan) (AUG 2011)
952.225-0022 – Visibility Of Inbound/Outbound Cargo And Contractor Equipment Census (Afghanistan) (APR 2012)
952.232-0002 – Notification of Payment in Local Currency (Afghanistan) (DEC 2011)
952.232-0004 – Payment in Local Currency (Afghanistan) (DEC 2011)
952.236-0001 - Electrical and Structural Building Standards for Construction Projects (AUG 2011)

7.1 Clauses Incorporated in full text:

52.217-8, Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) calendar days of the end of the task order.

52.217-9, Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

52.204-9, Personal Identity Verification of Contractor Personnel.(Jan 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance
- (2) Upon completion of the Contractor employee's employment
- (3) Upon contract completion or termination
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of clause; including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally—controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.237-3 Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --

- (1) Furnish phase-in training; and
 - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice,
- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and
 - (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

252.225-7043 Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491.

FAR 51 Deviation, Purchase of Materials under 52.251-1

FAR Clause 52.251-1 is hereby incorporated,

Guidance and provisions regarding the FAR 51 Deviation can be found at:

<http://www.gsa.gov/portal/content/224689>

The following terms and conditions shall apply to materials purchased under 52.251-1.

Definitions

Federal Government: The eligible user of the FAR Part 51 deviation.

Buying Contractor: The contractor who receives the primary contract/order from the Federal Government and subsequently acts as the Federal Government's agent when placing an order to the selling Schedule contractor or GSA Global Supply. The buying contractor can be any GSA contractor (Schedule contractors, Global Supply vendors, Public Building Service contractors, etc.)

Selling Contractor: The contractor who receives the secondary order placed under the FAR Part 51 deviation authority from the buying contractor. The selling contractor must be a Schedule contractor or GSA Global Supply vendor.

Authorization: Written approval from the Federal Government for a buying contractor to use a Government supply source. After award of the order, the Government must issue the written authorization to utilize 52.251-1, before the buying contractor may start ordering from Government supply sources (i.e., other GSA Schedules).

Buying Contractor

Contractors Placing Orders Must:

Identify and separate those ancillary items that are proposed to be purchased under the FAR Part 51 deviation authority on the quote/proposal submitted to the Federal Government and on the subsequent invoice.

When purchasing from a Schedule contract, purchase items at the Schedule contract price (or lower) with no fee/surcharge/markup. If items are provided by the selling contractor at lower than the contract price, the buying contractor must pass on the savings by invoicing the Federal Government accordingly.

Ensure that the items procured under FAR 51 deviation authority are ancillary to the overall order/contract.

Provide a copy of the written authorization from the Federal Government with each applicable order to the selling contractor. When purchasing from GSA Global Supply, the written authorization only needs to be submitted with the request for assignment of the AAC or DoDACC and not with each order.

If the buying contractor is a Schedule contractor, ensure that the buying contractor's Schedule contract number is on each order issued to the selling contractor.

Remit full payment to the selling contractor.

Submit documentation of the transmittal of full payment to the selling contractor when invoicing the Federal Government.

Follow any applicable Schedule (FAR 8.405-1) or GSA Global Supply Program ordering procedures.

Selling Contractor

Contractors Accepting Orders Must:

Have the ability to accept or reject orders from the buying contractor.

Ensure that a copy of the written authorization from the Federal Government is included in the order issued by the buying contractor.

If the buying contractor is a Schedule contractor, ensure that the buying contractor's contract number is shown on each order.

For Schedule orders, sell to the buying contractor at the MAS contract price or lower pursuant to FAR 8.4.

For Schedule orders, understand that a purchase made under the authority of FAR Part 51 deviation does not trigger a price reduction under GSAR clause 552.238-75, Price Reductions.

Include on each invoice the language, "in care of '[name of government agency]' under written authorization from _____ dated _____"

Assume the financial risk and other risks of selling directly to another contractor. Any dispute involving the distribution of payment between the buying and selling contractor will be resolved without any involvement by the Federal Government. Since each contractor has a Schedule or Global Supply contract, each contractor is held accountable under the terms and conditions of its contract for any problems, such as warranty or performance issues.

For Schedule orders, track and report sales as Schedules contract sales, and remit the Industrial Funding Fee (IFF) accordingly.

Materials purchased under 52.251-1, will be accounted for under a Time and Materials Line Item with a ceiling price. Purchases and subsequent charges under this Line Item shall not exceed the limit negotiated and funded in the Task Order. No charges will be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Materials must be individually itemized and specific by each individual category.

**FAR 52.212-5 –Contract Terms and Conditions Required to implement Statutes of
Executive Orders—Commercial Items (Mar 2012) (Deviation)**

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities

(ix) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 42.203-7 – Anti Kickback Procedures (Oct 2010)

(a) Definitions.

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any

prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause,

- (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

- (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from --

- (1) Providing or attempting to provide or offering to provide any kickback;

- (2) Soliciting, accepting, or attempting to accept any kickback; or

- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or

(ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

FAR 52.233-2 – Service of Protest (Aug 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.246-6 -- Inspection -- Time-and-Material and Labor-Hour.

Inspection -- Time-and-Material and Labor-Hour (May 2001)

(a) *Definitions.* As used in this clause--

“Contractor's managerial personnel” means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may --

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to --

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of Clause)

252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT
TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW
(DEVIATION 2012-00004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

USFK Reg 700-19 Table B-1. Sofa Contract Clause

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15289, APO AP 96205-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to

properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and

USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

USFK Reg 700-19 Table B-2 Contingency Conditions Clause

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer” (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

“Uniform Code of Military Justice” means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. □The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in

the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians—INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office—if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall—

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S.–ROK SOFA's Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall—

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons—

- (i) Are adequately trained;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.
- (iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:
 - (v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).
 - (vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.
- (3) Upon redeployment or revocation by the COMUSK of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Evacuation.
 - (1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
 - (l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.
 - (m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.
 - (n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.
 - (o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in—
 - (1) Contingency operations;
 - (2) Humanitarian or peacekeeping operations; or
 - (3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of clause)

H-1 CHANGED 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT
(C-JTSCC)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: Afghanistan. When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

☒ APO/MPO/DPO/Postal Service ☒ DFACs**** ☒ Mil Issue Equip
☐ Authorized Weapon ☐ Excess Baggage ☒ MILAIR (inter/intra theater)
☒ Billeting*** ☒ Fuel Authorized ☒ MWR
☒ CAAF* ☒ Govt Furnished Meals**** ☒ Resuscitative Care
☒ Controlled Access Card (CAC) ☒ Military Banking ☒ Transportation
☒ Badge ☒ Military Clothing ☐ All
☐ Commissary ☒ Military Exchange ☐ None
☐ Embassy Services Kabul**

Third-Country National (TCN) Employees

☐ N/A ☐ DFACs**** ☐ Mil Issue Equip
☐ Authorized Weapon ☐ Excess Baggage ☐ MILAIR (inter/intra theater)
☐ Billeting*** ☐ Fuel Authorized ☐ MWR
☐ CAAF* ☐ Govt Furnished Meals**** ☐ Resuscitative Care
☐ Controlled Access Card (CAC) ☐ Military Banking ☐ Transportation
☐ Badge ☐ Commissary

☐ Military ☐ Military Exchange ☒ None
Clothing ☐ All

Local National (LN)

Employees ☐ Mil Issue Equip
☐ N/A ☐ DFACs*****
☐ Authorized Weapon ☐ Excess Baggage ☐ MILAIR (intra theater)
☐ Billeting*** ☐ Fuel Authorized ☐ MWR
☐ CAAF* ☐ Govt Furnished Meals***** ☐ Resuscitative Care
☐ Controlled Access Card (CAC) ☐ Military Banking ☐ Transportation
☐ Badge ☐ Military Clothing ☐ All
☐ Commissary ☐ Military Exchange ☒ None

* CAAF is defined as Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

*** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an expeditionary environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

****Due to drawdown efforts DFACS may not be fully operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

SPECIAL NOTE

US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

SPECIAL NOTE ON MILAIR

MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of Clause)

8.0 Applicable Documents:

Industrial Security Manual (DOD 5220-22-S).

COMSEC Supplement to Industrial Security Manual (DOD 5220-22-S)

8.1 Definitions & Acronyms:

Army Material Command (AMC)

Assisted Acquisition Services Division (AASD)
Bayesian Belief Network (BBN)
CENTCOM Joint Theater Support Contracting Command (C-JTSCC)
Communications-Electronics Command (CECOM)
Contracting Officer's Representative (COR)
Contracting Officer Representative (COR)
Contractor Performance System (CPS)
Customer Account Manager (CAM)
Department of Defense (DoD)
Extensible Mark Up Language (XML)
Federal Acquisition Service (FAS)
Federal Acquisition Regulation (FAR)
Federal Service Code (FSC)
Federal Travel Regulation (FTR)
For Official Use Only (FOUO)
General Services Administration (GSA)
General & Administrative (G&A)
GSA IT Solutions Shop (ITSS)
Government Furnished Equipment (GFE)
Joint Readiness Training Center (JRTC)
Life Cycle Management Command (LCMC)
Mobile Training Team (MTT)
Monthly Status Report (MSR)
National Institute of Health (NIH)
National Training Center (NTC)
Other Direct Costs (ODCs)
Outside Continental United States (OCONUS)
Plan of Instruction (POI)
Program Executive Office (PEO)
Quality Control Plan (QCP)
Schedule Support Items (SSI)
Security Assistance and Security Cooperation (USASC)
Security Assistance Management Directorate (SAMD)
Senior Contracting Officer (SCO)
Status of Forces Agreement (SOFA)
Synchronized Pre-deployment and Operational Tracker (SPOT)
System & Engineering Technical Assistance (SETA)
Training & Services Branch (TSB)
Training Support Division (TSD)
US Government's Foreign Military Sales (FMS)
Unit Identification Code (UIC)
US European Command (EUCOM)
US Africa Command (AFRICOM)
US Forces Korea (USFK)
US Southern Command (SOUTHCOM)
US Pacific Command (PACOM)

US Central Command (CENTCOM)
 US Northern Command (NORTHCOM)
 Within Continental United States (CONUS)

8.2 Attachments:

Attachment A – Foreign Military Sales Country Listing
 Attachment B – Sample Travel Expense Summary Report
 Attachment C – Sample Pricing Sheet
 Attachment D – DD252 Contract Security Requirement

9.0 Workload History: This requirement is a Time and Material type contract. However, for purposes of estimating the number of hours necessary to perform the base year and option requirements, the Government made the following assumptions based on the current workload being performed by government personnel at the client location. Offerors are advised to conduct their own analysis of these requirements, and propose amounts based on their own independent assessments. This estimate is the Government's interpretation of the requirement and is not intended to be binding on either party or to be the only possible solution to the requirement. The estimated number of hours for the base year and all options years are 49,160 hours.

The Government has provided the Offeror with a Workload Estimate. Should an Offeror deviate from this projection (+/- 10 percent)), the Offeror shall discuss in detail the assumptions and methods used to account for such variances. Offerors shall annotate if the deviation covers the overall effort or if it is being proposed per labor category. Deviations require a full explanation as to how the additional effort enhances the Offeror's proposal.

Labor Category	Hours	Mod 025 Option Year One Proposed Increased Hours	Mod 025 Option Year Two Proposed Increased Hours
Subject Matter Expert (SME) I		(b) (4)	(b) (4)
Subject Matter Expert (SME) II		(b) (4)	(b) (4)
Subject Matter Expert (SME) III		(b) (4)	(b) (4)
Training Specialist (Journeyman)	19200	(b) (4)	(b) (4)
Training Specialist (Senior)	9600	(b) (4)	(b) (4)
Voice/Data Communications Engineer	960		
Network Specialist	960		
Technical Writer	960		
Project Manager	960		
Administrative/ Clerical	1920		
Database Specialist	960		
Application Developer	1920		

Graphic Specialist	320		
Network Specialist (Entry Level)	1920		
Network Specialist (Journeyman)	2880		
Business Process Consultant	320		
IA Specialist (Journeyman)	1920		
Editing in a Foreign Language	1000		
Interpreter	1920		
Driver	1440		

To further assist offerors in developing their price proposal, the following scenarios are provided, (these scenarios are considered a one time effort and do not necessarily identify a recurring requirement). These scenarios are for illustrative purposes only and will not be used as a basis for evaluation:

Scenario 1:

The Saudi Arabian National Guard has requested a four-day block of instruction for AN/PVS-7 nightvision in Khobar. Courseware has already been developed, and training is to begin on the first day of the workweek.

Scenario 2:

The Botswana Defense Forces have requested the installation of a military-only ISP. As such, a site survey must be conducted and requirements document must be created prior to the beginning of work on the project. This site survey will last two weeks in the capitol city

(PLEASE NO SUBMISSIONS ARE REQUIRED; THE SCENARIOS ARE ONLY PROVIDED TO ASSIST THE OFFEROR IN PREPARING THEIR PROPOSAL.)

APPENDIX A

ADDITIONAL SECURITY GUIDELINES FOR COMSEC

Provided by the CECOM LCMC Director of Intelligence & Security/G2

(Updated: 14 July 2008)

Contractor Generated Communications Security (COMSEC) Material: Any material generated by the contractor (including, but not limited to: correspondence, drawings, models, mockups, photographs, schematics, status programs and special inspection reports, engineering notes, computations and training aids) will be classified according to its own content. Classification guidance will be taken from other elements of this Contract Security Classification Specification, DD Form 254, Government furnished equipment or data, or special instructions issued by the Contracting Officer, or his/her duly appointed representative.

REQUIREMENTS:

1. The requirements of DoD 5220.22-M and NSA/CSS Policy Manual 3-16 are applicable to this effort.
2. All contractor personnel to be granted access to classified COMSEC information must be U.S. citizens granted FINAL clearance by the government prior to being given access. Immigrant aliens, interim cleared personnel, or personnel holding a contractor granted CONFIDENTIAL clearance are not eligible for access to classified COMSEC information released or generated under this contract without the express permission of the Director, NSA.
3. Contractor employees or cleared commercial carriers shall not carry classified COMSEC material on commercial passenger aircraft anywhere in the world without the approval of the procuring contracting officer.
4. No contractor generated COMSEC or government furnished material may be provided to the Defense Technical Information Center (DTIC). Contractor generated technical reports will bear the statement "Not Releasable to the Defense Technical Information Center per DoD Directive 5100-38."
5. Classified paper COMSEC material may be destroyed by burning, disintegration, chopping or high security crosscut shredding. Cryptographic key tapes must be "terminally" destroyed (destroyed to the point where it cannot be reconstructed) utilizing devices listed on the Evaluated Products List (EPL) for Punched Tape Destruction Devices or the EPL for High-Security Disintegrators. A listing of EPLs can be found at <http://www.nsa.gov/ia/government/mdg.cfm>. When a method other than burning is used, all residue must be reduced to pieces 5mm or smaller in any dimension. When classified COMSEC material other than paper is to be destroyed, specific guidance must be obtained from the User Agency.
6. Unclassified COMSEC information released or generated under this contract shall be restricted in its dissemination to personnel involved in the contract. Release in open literature or

exhibition of such information without the express written permission of the Director, NSA, is strictly prohibited.

7. Recipients of COMSEC information under this contract may not release information to subcontractors without permission of the User Agency.

8. Additional notices to be affixed to the cover and title or first page of contractor generated COMSEC documents:

a. "COMSEC MATERIAL - ACCESS BY CONTRACTOR PERSONNEL RESTRICTED TO U.S. CITIZENS HOLDING FINAL GOVERNMENT CLEARANCE."

b. "THIS PUBLICATION OR INFORMATION IT CONTAINS MAY NOT BE RELEASED TO FOREIGN NATIONALS WITHOUT PRIOR SPECIFIC APPROVAL FROM THE DIRECTOR, NSA. ALL APPROVALS WILL IDENTIFY THE SPECIFIC INFORMATION AND COPIES OF THIS PUBLICATION AUTHORIZED FOR RELEASE TO SPECIFIC FOREIGN HOLDERS. ALL REQUESTS FOR ADDITIONAL ISSUANCES MUST RECEIVE PRIOR SPECIFIC APPROVAL FROM THE DIRECTOR, NSA."

9. Point of contact is CECOM LCMC G2, ATTN: AMSEL-MI.

ATTACHMENT 1: SME LABOR CATEGORY

Labor Category	Minimum Degree Required	Minimum Experience	Job Description
Subject Matter Expert 1	High School	2 years of job-related experience or equivalent. Good communications and analytical skills; working knowledge of computer systems and integrated software application programs. Position may require travel and the ability to pass and maintain a security clearance.	<ul style="list-style-type: none"> – Recognized at the industry level in a technical field or highly specialized field and is proficient in relevant processes and procedures associated with the principles and practices of assigned areas. Applies experience, skills, and/or expert knowledge within assigned disciplines to broad, complex assignments. Creates or uses powerful tools to develop solutions for technical and mechanical application. Able to impart knowledge to others by providing instruction and demonstration. Provides leadership and direction to others and is a major contributor to planning processes and readiness levels. - Provides technical analyses and advice in specific technical areas to support management, organizational and business decisions. – Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results.
Subject Matter Expert 2	Associates degree. Experience may be substituted for degree	4 years of job-related experience or equivalent. Excellent communications and analytical skills; working knowledge of computer systems and integrated software application programs. Some positions may require the ability to investigate, troubleshoot and design solutions to problems in specific areas of expertise. Position may require travel and the ability to pass and maintain a security clearance.	<ul style="list-style-type: none"> – Recognized at the industry level in a technical field or highly specialized field and is proficient in relevant processes and procedures associated with the principles and practices of assigned areas. Applies experience, skills, and/or expert knowledge within assigned disciplines to broad, complex assignments. Creates or uses powerful tools to develop solutions for technical and mechanical application. Able to impart knowledge to others by providing instruction and demonstration. Provides leadership and direction to others and is a major contributor to planning processes and readiness levels. – Provides expert technical analyses and advice in specific technical areas to support management, organizational and business decisions.
Subject Matter Expert 3	Bachelor's degree. Experience may be substituted for degree	6 years of job-related experience or equivalent. Excellent communications and analytical skills; working knowledge of computer systems and integrated software application programs. Some positions may require the ability to investigate, troubleshoot and design solutions to technical problems. Position may require travel and the ability to pass and maintain a security clearance.	<ul style="list-style-type: none"> – Recognized at the industry level in a technical field or highly specialized field and is proficient in relevant processes and procedures associated with the principles and practices of assigned areas. Applies experience, skills, and/or expert knowledge within assigned disciplines to broad, complex assignments. Creates or uses powerful tools to develop solutions for technical and mechanical application. Able to impart knowledge to others by providing instruction and demonstration. Provides leadership and direction to others and is a major contributor to planning processes and readiness levels. – Provides expert technical analyses and advice in specific technical areas to support management, organizational and business decisions. – Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results.

Subject Matter Expert 4	Master's degree. Experience may be substituted for degree	At least 8 years of job-related experience or equivalent. Good communications skills; working knowledge of word processing and integrated applications; good management and organizational skills and ability to perform detail- oriented work are required. Position may require travel and the ability to pass and maintain a security clearance.	<ul style="list-style-type: none">– Recognized at the industry level in a technical field or highly specialized field and is proficient in relevant processes and procedures associated with the principles and practices of assigned areas. Applies experience, skills, and/or expert knowledge within assigned disciplines to broad, complex assignments. Creates or uses powerful tools to develop solutions for technical and mechanical application. Able to impart knowledge to others by providing instruction and demonstration. Provides leadership and direction to others and is a major contributor to planning processes and readiness levels.– Collaborates with customer(s) to determine specific needs and requirements and to counsel within the expert area, including overseeing task execution.– Provides expert technical analyses and advice in specific technical areas to support management, organizational and business decisions.
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